

## EXHIBIT 1

## EXHIBIT C

**From:** Kenneth Hsu <khsu@ecjlaw.com>  
**Sent:** Friday, August 23, 2024 4:08 PM  
**To:** Beral, Arash  
**Cc:** Michael D. Murphy; Malynn, Todd M.  
**Subject:** RE: Shakey's Pizza Asia Ventures, Inc. v. PCJV USA, LLC et al., Case No. 2:24-cv-04546-SB-AGR  
**Attachments:** SPAVI Joint Rule 26(f) Report(11322964.2).docx

Arash, Todd,

Thank you for meeting and conferring with us on Wednesday. Per our discussion, please see the attached draft Joint Rule 26(f) Report, which is due for filing **next Tuesday, 8/27**. As you will see, there are placeholders highlighted in yellow for your firm to insert any additional language.

Please circulate an updated draft of the Report by the end of Monday, 8/26, so that our firm can review and finalize for filing the following day. Please note that our firm may make additions or revisions to this draft, although we will circulate the final copy of the Report before filing.

Have a nice weekend.

Thank you,  
Kenny

---

**Kenneth P. Hsu, Esq.**

Partner

**ERVIN COHEN & JESSUP LLP**

9401 Wilshire Boulevard, 12th Floor | Beverly Hills, CA 90212-2974  
(310) 281-6321 (t) | (310) 859-2325 (f)  
[www.ecjlaw.com](http://www.ecjlaw.com) | [khsu@ecjlaw.com](mailto:khsu@ecjlaw.com) | [About me](#) | [LinkedIn](#)

---

The information contained herein is confidential and privileged attorney-client information or work product intended only for the individual or entity to whom it is addressed. Any unauthorized use, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately.



---

**From:** Kenneth Hsu  
**Sent:** Wednesday, August 14, 2024 10:35 PM  
**To:** Beral, Arash <arash.beral@blankrome.com>  
**Cc:** Michael D. Murphy <mmurphy@ecjlaw.com>; Malynn, Todd M. <Todd.Malynn@BlankRome.com>  
**Subject:** RE: Shakey's Pizza Asia Ventures, Inc. v. PCJV USA, LLC et al., Case No. 2:24-cv-04546-SB-AGR

Arash,

Thank you. Please use the following Zoom meeting information next Monday, 8/19, at 3 p.m.:

Topic: Shakey's Pizza Asia Ventures, Inc. v. PCJV USA, LLC et al., Case No. 2:24-cv-04546-SB-AGR  
Time: Aug 19, 2024 03:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86962214606?pwd=F71WUo1R49d568AnvXihTcfZfmQKjf.1>

Meeting ID: 869 6221 4606

Passcode: 90212

I will circulate a calendar event as well.

Thanks,

Kenny

---

**Kenneth P. Hsu, Esq.**

Partner

**ERVIN COHEN & JESSUP LLP**

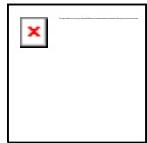
9401 Wilshire Boulevard, 12th Floor | Beverly Hills, CA 90212-2974

(310) 281-6321 (t) | (310) 859-2325 (f)

[www.ecjlaw.com](http://www.ecjlaw.com) | [khsu@ecjlaw.com](mailto:khsu@ecjlaw.com) | [About me](#) | [LinkedIn](#)

---

The information contained herein is confidential and privileged attorney-client information or work product intended only for the individual or entity to whom it is addressed. Any unauthorized use, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately.



---

**From:** Beral, Arash <[arash.beral@blankrome.com](mailto:arash.beral@blankrome.com)>

**Sent:** Wednesday, August 14, 2024 4:52 PM

**To:** Kenneth Hsu <[khsu@ecjlaw.com](mailto:khsu@ecjlaw.com)>

**Cc:** Michael D. Murphy <[mmurphy@ecjlaw.com](mailto:mmurphy@ecjlaw.com)>; Malynn, Todd M. <[Todd.Malynn@BlankRome.com](mailto:Todd.Malynn@BlankRome.com)>

**Subject:** RE: Shakey's Pizza Asia Ventures, Inc. v. PCJV USA, LLC et al., Case No. 2:24-cv-04546-SB-AGR

Kenny,

Interesting to see a scheduling conference notice when defendants haven't appeared but, assuming this was not inadvertent, we can certainly talk on Monday. We are available at 3 pm.

Arash

**Arash Beral | BLANKROME**

2029 Century Park East | Los Angeles, CA 90067

[Arash Beral | Blank Rome LLP](#)

**From:** Kenneth Hsu <[khsu@ecjlaw.com](mailto:khsu@ecjlaw.com)>

**Sent:** Wednesday, August 14, 2024 3:40 PM

**To:** Beral, Arash <[arash.beral@blankrome.com](mailto:arash.beral@blankrome.com)>

**Cc:** Michael D. Murphy <[mmurphy@ecjlaw.com](mailto:mmurphy@ecjlaw.com)>

**Subject:** Shakey's Pizza Asia Ventures, Inc. v. PCJV USA, LLC et al., Case No. 2:24-cv-04546-SB-AGR

Arash,

The Court in the above-captioned action recently entered the attached Mandatory Schedule Conference (MSC) Order, which set a Mandatory Scheduling Conference for September 6, 2024 at 8:30 a.m. Pursuant to that Order and FRCP 26(f), please let us know when you are available **next Monday, August 19, 2024** to meet and confer by Zoom. Mr. Murphy and I are generally available on that day other than from 11 a.m. to 12 p.m. (Our firm is largely unavailable for the remainder of this week.) Once we confirm a time, I can circulate Zoom meeting information.

Thank you in advance.

Thanks,

Kenny

---

**Kenneth P. Hsu, Esq.**

Partner

**ERVIN COHEN & JESSUP LLP**

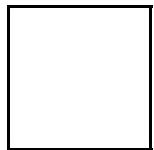
9401 Wilshire Boulevard, 12th Floor | Beverly Hills, CA 90212-2974

(310) 281-6321 (t) | (310) 859-2325 (f)

[www.ecjlaw.com](http://www.ecjlaw.com) | [khsu@ecjlaw.com](mailto:khsu@ecjlaw.com) | [About me](#) | [LinkedIn](#)

---

The information contained herein is confidential and privileged attorney-client information or work product intended only for the individual or entity to whom it is addressed. Any unauthorized use, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately.



\*\*\*\*\*  
\*\*\*\*\*

This message and any attachments may contain confidential or privileged information and are only for the use of the intended recipient of this message. If you are not the intended recipient, please notify the Blank Rome LLP or Blank Rome Government Relations LLC sender by return email, and delete or destroy this and all copies of this message and all attachments. Any unauthorized disclosure, use, distribution, or reproduction of this message or any attachments is prohibited and may be unlawful.

\*\*\*\*\*  
\*\*\*\*\*

1 Michael D. Murphy (SBN 224678)  
mmurphy@ecjlaw.com  
2 Kenneth P. Hsu (SBN 306326)  
khsu@ecjlaw.com  
3 ERVIN COHEN & JESSUP LLP  
4 9401 Wilshire Boulevard, Twelfth Floor  
Beverly Hills, California 90212-2974  
5 Telephone: (310) 273-6333  
Facsimile: (310) 859-2325

**6** Attorneys for Plaintiff SHAKEY'S  
PIZZA ASIA VENTURES, INC.

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

**10** SHAKEY'S PIZZA ASIA  
VENTURES, INC, a Philippines  
corporation,

Plaintiff,  
v.

13 PCJV USA, LLC, a Delaware limited  
14 liability company; PCI TRADING,  
15 LLC, a Delaware limited liability  
16 company; GUY KOREN, an individual;  
17 Potato Corner LA Group, LLC, a  
18 California limited liability company;  
19 NKM CAPITAL GROUP, LLC, a  
20 California limited liability company; J & K  
21 AMERICANA, LLC, a California  
22 limited liability company; J & K  
23 CULVER, LLC, a California limited  
24 liability company; J&K LAKEWOOD,  
25 LLC, a California limited liability  
26 company; J&K OAKRIDGE, LLC, a  
California limited liability company;  
J&K VALLEY FAIR, LLC, a  
California limited liability company;  
J & K CAPITAL 2, LLC, a California  
limited liability company; J & K  
ONTARIO, LLC, a California limited  
liability company; J&K PC TRUCKS,  
LLC, a California limited liability  
company; J&K CONSULTANTS  
GROUP, LLC, a California limited  
liability company; GK CAPITAL  
GROUP, LLC, a California limited  
liability company; and DOES 1 through  
100, inclusive.

## Defendants.

1 Plaintiff Shakey's Pizza Asia Ventures, Inc. ("SPAVI") and Defendants PCJV  
2 USA LLC ("PCJV"), PCI Trading, LLC ("PCIT"), Guy Koren ("Koren"), Potato  
3 Corner LA Group, LLC; NKM Capital Group, LLC; J & K Americana, LLC; J & K  
4 Culver, LLC; J&K Lakewood, LLC; J&K Oakridge, LLC; J&K Valley Fair, LLC;  
5 J & K Capital 2, LLC; J & K Ontario, LLC; J&K PC Trucks, LLC; HLK Milpitas,  
6 LLC; GK Cerritos, LLC; J&K Consultants Group, LLC; GK Capital Group, LLC  
7 (the "Koren Affiliates") (collectively with PCJV, PCIT, and Koren, "Defendants")  
8 (collectively with SPAVI, the "Parties"), by and through their undersigned counsel,  
9 hereby submit this Joint Report. Pursuant to to Federal Rule of Civil Procedure  
10 26(f), Local Rule 26-1, and this Court's Standing Order, the Parties' counsel met  
11 and conferred regarding the below subject matters by videoconference on August  
12 21, 2024.

13 **I. SUBJECT MATTER JURISDICTION**

14 The Parties agree that the Court has federal question subject matter  
15 jurisdiction pursuant to 28 U.S.C. Sections 1331 and 1338(a) (trademarks) as  
16 SPAVI's allege causes of action for trademark infringement and false designation of  
17 origin and description of fact, as well as ancillary jurisdiction over SPAVI's  
18 California state law causes of action pursuant to 28 U.S.C. Sections 1338(b) and  
19 1367 because the facts giving rise to those causes of action arise from the same  
20 common nucleus of operative facts as the causes of action subject to subject matter  
21 jurisdiction. The Parties also agree that, even if there was no federal question subject  
22 matter jurisdiction, this Court further, and separately, has subject matter jurisdiction  
23 pursuant to 28 U.S.C. Section 1332 (diversity) as there is complete diversity of  
24 citizenship between SPAVI, on the one hand, and Defendants, including each of the  
25 members of the LLCs that are Defendants, on the other.

26 **II. STATEMENT OF THE CASE**

27 This action concerns Defendants' alleged "hold-over" trademark infringement  
28 arising from the domestic franchising of the international fast food outlet chain, the

1 “Potato Corner.” SPAVI is the owner of the Potato Corner brand as of March 5,  
2 2022, and alleges that Defendants – namely, PCJV and PCIT, a domestic franchisor  
3 of the Potato Corner and its affiliated operational entity; the Koren Affiliates, certain  
4 franchisees of the Potato Corner; and Koren, their principal – are continuing to  
5 openly use the intellectual property comprising the Potato Corner brand (the “Potato  
6 Corner Intellectual Property”) without any operative licensing authorizing that use.  
7 As alleged in further detail in the Complaint (ECF 1), this intellectual property  
8 includes three service marks registered with the U.S. Patent and Trademark Office:  
9 the green and yellow “Potato Corner” logo shown below (U.S. Reg. No. 3760041),  
10 the trademark “Potato Corner” (U.S. Reg. No. 5900257), and the phrase “World’s  
11 Best Flavored French Fries” (U.S. Reg. No. 6088456):



12  
13  
14  
15  
16 SPAVI contends that any purported license between Defendants and the Potato  
17 Corner brand’s prior owner, Cinco Corporation (“Cinco”), authorizing Defendants’  
18 use of that intellectual property is invalid, expired, and/or illusory. Indeed, to date,  
19 SPAVI has not received any royalties or license fees from Defendants despite their  
20 continuous use of the Potato Corner Intellectual Property.

21 Further, SPAVI alleges that, while SPAVI began negotiating a written license  
22 agreement with Koren after it acquired the Potato Corner Intellectual Property, such  
23 negotiations failed after Koren made unreasonable demands that would render any  
24 such agreement valueless to SPAVI and, eventually, abandoned the negotiations  
25 altogether. Notwithstanding SPAVI’s continued efforts to advance such negotiations  
26 while minimizing disruptions to franchisees not affiliated with Koren, SPAVI had  
27 no choice but to terminate any license authorizing Defendants’ use of the Potato  
28 Corner Intellectual Property and file this action. SPAVI alleges causes of action for

1 trademark infringement (15 U.S.C. §§ 1114, 1125(a)); false designation of origin  
2 and description of fact (15 U.S.C. § 1125(a)); contributory trademark infringement  
3 (15 U.S.C. § 1114); contributory trademark infringement and false designation of  
4 origin and description of fact (15 U.S.C. § 1125(a)); common law trademark  
5 infringement; unfair competition (Cal Bus. & Prof. Code § 17200 *et seq.*); and  
6 declaratory relief.

7 **Defendants . . .**

8 **III. DAMAGES/INSURANCE**

9 **A. Damages**

10 SPAVI's damages are indeterminable at this early, pre-discovery stage, but  
11 are believed to be at least several millions of dollars and counting.

12 **B. Insurance**

13 SPAVI presently do not have insurance coverage applicable to this action.

14 **Defendants' insurance coverage is undetermined at this stage.**

15 **IV. PARTIES, EVIDENCE, ETC.**

16 **A. List of Parties**

17 • **Plaintiff:** SPAVI. SPAVI's parent corporation is Century Pacific  
18 Group, Inc., a Philippines corporation.

19 • **Defendants:**

20 ○ PCJV

21 ○ PCIT

22 ○ Koren

23 ○ The Koren Affiliates

24 **B. Percipient Witnesses**

25 Without waiving its right to identify other percipient witnesses in advance of  
26 trial, SPAVI identifies the following percipient witnesses. SPAVI reserves its right  
27 to identify and conduct discovery as to other percipient witnesses not identified  
28 below:

- 1        •     FRCP 30(b)(6) witnesses for each of the named parties;
- 2        •     FRCP 30(b)(6) witnesses for each of the third parties that operate
- 3 franchises of Potato Corner in the United States;
- 4        •     Koren;
- 5        •     Amir Jacoby;
- 6        •     Amit Nemanim;
- 7        •     Alon Koren;
- 8        •     Erlinda Bartholome;
- 9        •     Presently unidentified individuals employed by PCJV and PCIT;
- 10      •     Presently unidentified individuals employed by the Koren Affiliates;
- 11      •     Individuals employed by franchisees of the Potato Corner not owned or
- 12 operated by Koren or the Koren Affiliates;
- 13      •     Yiow Leong-Tan;
- 14      •     Jose P. Magsaysay, Jr.;
- 15      •     Vicente Gregorio;
- 16      •     Jose Arnold T. Alvero;
- 17      •     Maria Rosario L. Ybanez;
- 18      •     FRCP 30(b)(6) witness for Bunzl Public Limited Company.

19      **Defendants . . .**

20      **C. Key Documents**

21      Without waiving its right to identify other documents in advance of trial,  
22 SPAVI identifies the following key documents. SPAVI reserves its right to identify  
23 and conduct discovery as to other documents not identified below:

- 24        •     Documents relating to the Potato Corner Intellectual Property,  
25 including documents showing SPAVI's ownership of the Potato Corner brand,  
26 trademark registration documents filed with the U.S. Patent and Trademark Office,  
27 and more;
- 28        •     Documents evidencing Defendants' continued use of the Potato Corner

1 Intellectual Property, including documents used by Defendants containing the Potato  
2 Corner Intellectual Property, photographs of Potato Corner outlets owned and/or  
3 operated by Defendants, and more;

4 • Correspondence between SPAVI and Defendants, including the notice  
5 of termination of any license of the Potato Corner Intellectual Property sent on May  
6 31, 2024;

7 • Correspondence between SPAVI and franchisees of the Potato Corner  
8 not owned or operated by Koren or the Koren Affiliates, including correspondence  
9 relating to SPAVI's termination of any license of the Potato Corner Intellectual  
10 Property sent after May 31, 2024; and

11 • Actual or purported agreements between any of the Defendants, on the  
12 one hand, and any other person governing the ownership or use of Potato Corner  
13 Intellectual Property.

14 • Communications between, among, sent to, or received from, any of the  
15 Parties related to ownership or use of Potato Corner Intellectual Property.

16 **Defendants . . .**

17 V. **DISCOVERY**

18 A. **Status of Discovery**

19 The Parties have not yet commenced discovery in this action.

20 B. **Discovery Plan**

21 1. ***Subjects on Which Discovery May Be Needed***

22 SPAVI contends that written and oral discovery will be needed on at least the  
23 following subjects:

24 • Defendants' use of the "Potato Corner Intellectual Property," as defined  
25 in the operative Complaint (ECF 1);

26 • Purported agreements governing Defendants' use of the Potato Corner  
27 Intellectual Property;

28 • Defendants' communications and dealings with the prior licensor of the

1 Potato Corner Intellectual Property, as well as representatives of the prior 60%  
2 owner, Potato Corner International, Inc., including prior litigation and the settlement  
3 thereof;

4       • Defendants' communications and dealings with SPAVI;  
5       • Franchisor-franchisee dealings between and among Defendants,  
6 including franchise agreements;  
7       • Defendants' revenue, earnings, and profits arising from their use of the  
8 Potato Corner Intellectual Property;  
9       • Consumer confusion arising from Defendants' use of Potato Corner  
10 Intellectual Property.

11           SPAVI reserves its right to conduct discovery regarding subject matters not  
12 expressly described above.

13           Defendants contend that written and oral discovery will be needed on at least  
14 the following subjects:

- 15           •

16           **2. Proposed Deadlines for Discovery**

17           The Parties jointly propose the following deadlines specifically applicable to  
18 discovery:

- 19       • **Deadline for Rule 26(a) Initial Disclosures:** 14 days after the date of  
20 completion of the Mandatory Scheduling Conference;
- 21       • **Fact Discovery Cut-Off:** July 11, 2025
- 22       • **Expert Discovery Cut-Off:** September 12, 2025

23           The Parties agree that discovery need not be conducted in distinct "phases."

24           **3. Any Issues Relating to Discovery, Privilege, or Trial-  
25 Preparation Protection**

26           Although the Parties do not presently anticipate issues regarding disclosures,  
27 electronically stored information, privilege, trial-preparation materials, or  
28 confidentiality, the Parties will meet and confer regarding a Protective Order that

1 will address any issues that may arise. The Parties anticipate that they will agree on  
2 a Protective Order that will be approved by the Court.

3           ***4. Any Changes on Discovery Limitations***

4           The Parties agree that, at this stage, the Court need not make any changes in  
5 the limitations on discovery imposed by the Federal Rules of Civil Procedure or by  
6 the Local Rules. However, the Parties respectively reserve their right to move the  
7 Court for such a change after discovery commences.

8           **VI. LEGAL ISSUES**

9           Without waiving its right to identify other key legal issues in advance of trial,  
10 SPAVI identifies the following key legal issues this early, pre-discovery stage:

- 11           •       Ownership of the Potato Corner Intellectual Property;  
12           •       The validity of the purported license agreements that Defendants have  
13 previously claimed authorize their use of the Potato Corner Intellectual Property.

14           Defendants . . .

15           **VII. MOTIONS**

16           **A. Procedural Motions**

17           SPAVI intends on filing a motion for preliminary injunction enjoining  
18 Defendants from their continuous, unauthorized, direct and indirect use of the Potato  
19 Corner Intellectual Property. SPAVI has met and conferred with Defendants'  
20 counsel regarding that motion pursuant to Local Rule 7-3 and anticipates that it will  
21 be filed shortly. SPAVI reserves its right to file additional procedural motions not  
22 expressly described above.

23           Defendants . . .

24           **B. Dispositive Motions**

25           SPAVI may file a motion for summary judgment regarding some or all of its  
26 causes of action. SPAVI reserves its right to file additional dispositive motions not  
27 expressly described above.

28           Defendants . . .

1           **C. Class Certification Motion**

2           Inapplicable.

3           **VIII. ALTERNATIVE DISPUTE RESOLUTION (ADR)**

4           **A. Prior Discussions**

5           The Parties briefly discussed the possibility of a potential resolution of this  
6 action during the Rule 26(f) conference of counsel. The Parties have not otherwise  
7 engaged in substantive settlement discussions.

8           **B. ADR Selection**

9           At this stage, the Parties prefer a magistrate judge for a mediation.

10          **IX. TRIAL**

11          **A. Proposed Trial Date**

12          **Trial:** November 10, 2025 (*i.e.*, 14 months from the date of the MSC). The  
13 Parties agree that, while this Court typically estimates 7 to 12 months for trademark  
14 actions, discovery in this action may require additional time given the amount of  
15 Defendants named, the amount of potential witnesses who may be abroad and/or  
16 outside of this Court’s jurisdiction (*e.g.*, the Philippines), and the amount of  
17 potential third-party discovery (*e.g.*, from Cinco). In addition, as explained above,  
18 the Parties anticipate relatively extensive motion practice, including a motion for  
19 preliminary injunction, a motion to dismiss, and potential motions for summary  
20 judgment.

21          **B. Time Estimate**

22          SPAVI estimates a jury trial of approximately 7-10 days. Without waiving its  
23 right to identify additional witnesses, SPAVI anticipates that both it and Defendants  
24 will call over a dozen witnesses each, including the percipient witnesses identified  
25 in Section IV.B above and multiple expert witnesses.

26          **C. Jury or Court Trial**

27          SPAVI requests a jury trial.

28          **D. Magistrate Judge**

1 The Parties jointly consent to having a Magistrate Judge only for purposes of  
2 addressing and resolving discovery matters. The Parties do not consent to having a  
3 Magistrate Judge for all purposes, including trial.

## **E. Trial Counsel**

**5 SPAVI's trial counsel:** Michael D. Murphy (lead trial counsel), Kenneth P.  
6 Hsu, Ervin Cohen & Jessup LLP

**Defendants' counsel:** Arash Beral, Todd M. Malynn, Blank Rome LLP

## **8 | X. SPECIAL REQUESTS/OTHER ISSUES**

9 None.

10  
11 DATED: July 1, 2025 ERVIN COHEN & JESSUP LLP  
12 Michael D. Murphy  
Kenneth P. Hsu

15 By: \_\_\_\_\_  
16 Michael D. Murphy  
17 Attorneys for Plaintiff SHAKEY'S PIZZA  
ASIA VENTURES, INC.

1 DATED: July 1, 2025

BLANK ROME LLP

2 Arash Beral

3 Todd M. Malynn

4

5

By:

6 Arash Beral

7 Attorneys for Defendants PCJV USA,

8 LLC, PCI TRADING, LLC, GUY

9 KOREN, Potato Corner LA Group, LLC,

10 NKM CAPITAL GROUP, LLC, J & K

11 AMERICANA, LLC, J & K CULVER,

12 LLC, J&K LAKEWOOD, LLC; J&K

13 OAKRIDGE, LLC, J&K VALLEY FAIR,

14 LLC, J & K CAPITAL 2, LLC, J & K

15 ONTARIO, LLC, J&K PC TRUCKS,

16 LLC, J&K CONSULTANTS GROUP,

17 LLC, and GK CAPITAL GROUP, LLC

18 ERVIN COHEN & JESSUP LLP

19

20

21

22

23

24

25

26

27

28